KENYA REVENUE AUTHORITY

TENDER DOCUMENT

FOR

FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF COMPUTERS AND COMPUTER ACCESSORIES

TENDER NO. KRA/HQS/NCB-025/2014-2015

TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
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NAIROBI, KENYA.

JANUARY, 2015

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SECTION I INVITATION TO TENDER

DATE _____

TENDER REF NO. KRA/HQS/NCB-025/2014-2015
TENDER NAME: Supply and Delivery of Computers and Computer Accessories

1.1 The Kenya Revenue Authority invites sealed bids from eligible candidates for the **Supply and Delivery of Computers and Computer Accessories**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **Kenya Revenue Authority**, **Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower, 25th Floor** during normal working hours.

1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi,** or be addressed to **Kenya Revenue Authority**, **Procurement & Supplies Services Division, Haile Selassie Avenue, Times Tower, 25th Floor** so as to be received on or before **Wednesday, 28th January, 2015, at 12:00 noon.**

1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Convention Centre** on **5th Floor, Times Tower.**

A pre-bid briefing will be held on Wednesday 21st January, 2015 at 10.00am in the Convention Centre 5th floor of Times Tower Building. Interested bidders are invited to attend.

For: **Commissioner General**
Kenya Revenue Authority

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

All firms found capable of performing the contract satisfactorily in accordance to the set

prequalification criteria shall be prequalified.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Contract Form
(ix) Performance Security Form
(x) Bank Guarantee for Advance Payment Form
(xi) Manufacturer's Authorization Form
(xii) Confidential Business Questionnaire.

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the KRA, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;

(b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the KRA's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the KRA's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations

prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the KRA; and

(c) a clause-by-clause commentary on the KRA's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non responsive.

2.15.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender

2.16 Format and Signing of Tender

2.16.1 The bidder shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the KRA at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE WEDNESDAY, 28TH JANUARY, 2015.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the KRA will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tenders

2.18

2.18.1 Tenders must be received by the KRA at the address specified under paragraph 2.17.2 no later than **WEDNESDAY, 28TH JANUARY, 2015."**.

2.18.2 The KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the KRA prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.

2.19.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The KRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The KRA will open all tenders in the presence of tenderers' representatives who choose to attend, at **12:00 noon** on **WEDNESDAY, 28TH JANUARY, 2015**" and in the location specified in the Invitation to Tender.

The tenderers' representatives who are presence shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The KRA will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the KRA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the KRA in the KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA will determine the substantial responsiveness of each tender to the tender

documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The KRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the KRA and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the KRA will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Kenya Revenue Authority does not allow any margin of preference.

2.26 Contacting the Kenya Revenue Authority

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the KRA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that

is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The KRA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) KRA's Right to Vary Quantities

2.27.5 The KRA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) KRA's Right to Accept or Reject Any or All Tenders

2.27.6 The KRA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the KRA's action.

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the KRA will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

2.29.1 At the same time as the KRA notifies the successful tenderer that its tender has been accepted, the KRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the KRA.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The KRA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, and

includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya Revenue Authority of the benefits of free and open competition;

2.31.2 The Kenya Revenue Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
2.1.1	The tender is open to qualified firms for Framework Contract for Supply and Delivery of Computers and Computer Accessories.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.3.2	The bid document shall be charged Kshs.1, 000 per set.
2.10.4	Bid Validity Period is 120 days from **WEDNESDAY, 28TH JANUARY, 2015.**
2.13.3	The technical specifications are given in pages 29.
2.14.1	Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee , Insurance company Guarantee or a Letter of credit. The amount of tender security required is Fifty thousand Kenya Shillings (KES 50,000.00) and must be valid for 150 days after the date of tender submission.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization to of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on two-envelope bid system. The bidder must submit a bid which has a technical proposal in one envelope and a financial proposal in another envelope. These two envelopes are then placed in one envelope to form a complete bid. Bids must be submitted in TWO copies.
2.18.1	Time, date, and place for bid opening are: 12:00 hours, local time, on **WEDNESDAY, 28TH JANUARY, 2015.** Place: **Convention Centre on the 5th Floor of Times Tower Building.** Street: **Haile Sillesia Avenue** City: **Nairobi** Country: **Kenya.**
2.20	Opening of tender documents will be done in public at the time of closing the tender.

2.22	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.24	The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. **Bidders must conform to the specific Technical Requirements in Section IV.**
2.25	Preference KRA will not grant any preferences
2.27.4	The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid: $$B \equiv \frac{C_{low}}{C} X + \mathrm{T}$$ where: C = Evaluated Bid Price C_{low} = the lowest of all Evaluated Bid Prices among responsive bids T = the total Technical Score awarded to the bid X = weight for the Price as specified in the BDS (i.e. 0.3) The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.
2.30	The performance security required will be 10% of the Contract Value.
2.31	Anti-corruption Affidavit KRA will require a supplier of goods and/or services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of KRA to influence the outcome of the bid.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

(a) "The Contract" means the agreement entered into between the Procuring entity and the tendered, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tendered under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tendered is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.

(e) "The Tendered' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the KRA for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tendered.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tendered shall not, without the KRA's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the KRA in connection therewith, to any person other than a person employed by the tendered in the performance of the Contract.

3.5.2 The tendered shall not, without the KRA's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the KRA on completion of the Renderer's performance under the Contract if so required by the KRA.

3.6 Patent Rights

The tendered shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the KRA's country.

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tendered shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the KRA as compensation for any loss resulting from the Renderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KRA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the KRA, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the KRA and returned to the Candidate not later than thirty (30) days following the date of completion of the Renderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

3.8.1 The KRA or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The KRA shall notify the tendered in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tendered or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tendered or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tendered shall either replace the

rejected equipment or make alternations necessary to make specification requirements free of costs to the KRA.

3.8.4 The KRA's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tendered shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tendered in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the KRA as specified in the contract.

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices tendered in the tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14 Assignment

3.14.1 The tendered shall not assign, in whole or in part, its obligations to perform under this Contract, except with the KRA's prior written consent.

3.15 Subcontracts

3.15.1 The tendered shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tendered from any liability or obligation under the Contract.

3.16 Termination for Default

3.16.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tendered, terminate this Contract in whole or in part:

(a) if the tendered fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the KRA;

(b) if the tendered fails to perform any other obligation(s) under the Contract;

(c) If the tendered, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the KRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The KRA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to

resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
4.7.1	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya for a period of two years and shall be 5% of the contract value.
4.9	**Packaging** The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. All packages must be cleared labeled with description of contents and quantities.
4.10	**Delivery** The Computer Hardware, Printers, Laptops, PC's, Scanners, Ups and I-Pads must be delivered at Times Tower at the times indicated in the delivery schedule by the successful bidder(s) from the date of receiving the Purchase Order (LPO). The requirements may be adjusted by giving a short notice.
4.12	**Payment Terms** The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
4.13	**Prices** Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
4.17	**Liquidated Damages** If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, "days" means working

days.

4.18.1 **Resolutions of Disputes**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

4.19 The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for goods.

5.1.4 The renderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product/service

5.2 Particulars

Kenya Revenue is intending to procure a Framework Contract for Supply and Delivery of Computer Hardware, Printers, Personal Computers, Scanners, I-Pads, Projectors and UPSs as detailed in the price schedule. The procurement involves;

5.3 Technical Requirements:

This tender covers the **Framework Contract for Supply and Delivery** of Computers and Computer Accessories, Printers, ,Laptops, PCs, I-Pads, Scanners, Projectors and UPSs.

The Table overleaf gives the minimum clause-by-clause technical specifications. Bidders are required to duly fill in the tables under the "Bidder's Response" column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive.

TECHNICAL SPECIFICATIONS FOR PERSONAL COMPUTERS

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.

2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents.

3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

	Feature	Minimum Requirements	Bidder's Response
1.	Brand and model	Internationally Recognized Mature Brand	
2.	Distribution partnering	Bidder must provide evidence of being a partner in the distributor network of the proposed item	
3.	Processor	At least 4th Generation core i3	
4.	Clock speed	At least 3.3 GHz Quad Core	

5.	Memory	At least 4 GB DDR3 SDRAM 1600 MHz or higher	
6.	Cache	4 MB L3	
7.	Hard disk Drive (HDD)	At least 500 GB 3.5 SATA 6Gb/s with 16MB Databurst cache	
8.	Graphics	Integrated Intel HD 4000 graphics or higher	
9.	I/O Ports	4 External USB 3.0 ports (2 front, 2 rear), 4 External USB 2.0 ports; 1 RJ-45; 1 Serial; 1 VGA; 2 Line-in (stereo/Microphone), 2 Line-out (headphone/speaker)	
10.	Form Factor	Minitower (MT)	
11.	Monitor	At least 17" LED backlit screen, with Contrast of 1000:1 and Color depth of 16.7 Million colors	
12.	Optical Drive	DVD +/-RW or better	
13.	Audio	With internal Speakers	
14.	Keyboard & Mouse	USB Multimedia Keyboard USB optical mouse	
15.	Network Interface Card	Integrated 10/100/1000 Ethernet LAN NIC **Must have integrated 802.11 b/g/n WLAN adapter**	
16.	Pre-Loaded Software:	**Must be Pre-installed** with Starter Windows® 7 Professional 64-bit/ Windows 8 Professional 64-Bit or higher **without enterprise or professional license**	
17.	Input Power	220 - 240 VAC, 50 Hz	
18.	Warranty (On site)	At least 1 year	

TECHNICAL SPECIFICATIONS FOR PERSONAL PRINTERS

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents.
3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

Feature	Minimum Requirements	Bidder's Response
Brand and model	Internationally recognized, mature brand	
Distribution partnering	Bidder must provide evidence of being a partner in the distributor network of the proposed item	
Category	Monochrome Laserjet	
Connectivity	IEEE 1284-B Compliant, USB 2.0, EIO, Gigabit Ethernet, **Must come with WLAN adapter installed**	
Processor Speed	540 MHZ	
Min. Printing Speed	42 ppm	
Resolution	1200 x 1200 dpi	
Max. Media size	A4 (210 x 297)	
Media Capacity	300 pages	
Std. Paper trays	2	
Paper Std. input	50--Sheet multipurpose tray, 250-sheet input tray.	
Paper optional input	500-sheet paper tray	
Paper Std. Output	150-sheet output bin	
Media sizes Supported	Tray1: A4, A5, A6, B5, envelopes (C5, B5, DL); Tray 2: A4, A5, A6.	
Monthly due volume	100, 000 pages	
Min. Installed RAM	128 MB	
Duplex Printing	Automatic (Standard)	
Maximum Dimensions (Printer without packaging and extensions)	Width - 500mm Height - 400mm Depth - 500mm	

OS Supported	Windows 8/Win2007/Vista /Xp /2000 /Server 2003, MacOS v. 10.3 /10.4 /10.5 /10.6, UNIX, Linux	
Catridges	**Two** (2) Monochrome LaserJet Black Print Cartridges, full capacity (~6000 pages)	
Service & support	At least 1 year guarantee	

TECHNICAL SPECIFICATIONS FOR FLATBED DOCUMENT SCANNER

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents.
3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

	Feature	Minimum Specifications	Bidder's Response
1.	Brand	Internationally recognized, mature brand	
2.	Type	Flatbed color image scanner	
3.	Scanning Technology	CCD	
4.	Optical Resolution	4800 dpi	
5.	Hardware Resolution	4800 x 9600 dpi	
6.	Bit depth	96-bit (RGB)	
7.	Transparency adapter	Built-in (TMA); five 35 mm slides or six 35 mm negative frames	
8.	Scan size	8.5" X 11.7" (210 X 297 mm)	
9.	Media Types	Paper (plain, inkjet, photo, banner), envelopes, labels, cards (index, greeting), 3-D objects, 35 mm slides and negatives (using transparent materials adapter), iron-on transfers	
10	Scan file format	Windows®: BMP, JPEG, TIFF, TIFF compressed, PNG, PCX, Flashpix (FPX), PDF, PDF searchable, RTF, HTM, TXT; Macintosh: TIFF, PICT, JPEG, GIF, FlashPix, Plain Text, PDF, HTML, Rich Text	
11.	Preview Scan Speed	8.5 sec	
12	Functional Buttons	4 front-panel buttons (Scan, Scan film, Copy, Scan to PDF)	
13	Connectivity	Hi Speed USB 2.0/ 3.0, Cable included	
14	Software	Specify the included software	
15	Compatible OS	Microsoft Windows 8 /Microsoft Win 7 /XP/ Vista / Mac OS X V 10.3.9 and later	
16	Power	100 – 250 VAC 50/60 GZ Maximum power consumption: 40 W	

17.	Operating humidity range	0 to 90% RH	
18	Warranty	At least one year	

TECHNICAL SPECIFICATIONS FOR ORDINARY LAPTOP

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.

2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents.

4. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

	FEATURES	MINIMUM REQUIREMENTS	BIDDER'S RESPONSE
1.	**Brand and model**	Internationally recognized mature brand	
2.	**Distribution partnering**	Bidder must provide evidence of being a partner in the distributor network of the proposed item	
3.	**Processor**	At least 4th Generation Intel Core i3 or higher	
4.	**Processor Speed**	2.5 GHz or Higher	
5.	**L3 Cache**	3MB Smart Cache or Higher	
6.	**Memory**	4 GB DDR3 dual channel SDRAM , 1066/1333MHz or higher	
7.	**Internal storage**	500 GB HDD, 5400 RPM or Higher	
8.	**Optical Drive**	DVD +R/RW	
9.	**Connectivity**	Integrated 10/100/1000 Gigabit NIC, Bluetooth, 802.3 a/b/g/n WLAN Card.	
10.	**Display**	At least 15" LED backlit display Resolution 1280 x 800 or Better	
11.	**Graphics**	Intel HD Graphics 4000 or higher.	
12.	**Ports and Connectors**	Two (2) USB 3.0 ports, One (1) USB 2.0, 1 HDMI, VGA, stereo microphone in, stereo headphone out, RJ-45 connector	
13.	**Pointing Devices**	Touch pad and an external Mouse	
14.	**Operating System**	**Must be Pre-installed** with Starter Windows® 7 Professional 64-bit/ Windows 8 Professional 64-Bit or higher **without enterprise or professional license**	
15.	**Battery**	6 Hours battery life or better	
16.	**Input Power**	220-240V AC,50 HZ	
17.	**Portability**	Leather Carrying bag (Same brand as the laptop)	
18.	**Warranty**	At least 1 year	

TECHNICAL SPECIFICATIONS FOR IPAD

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.

2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents.

3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

	Feature	Minimum Specifications	Bidder's Response
1.	Chip	A7 with 64-bit architecture and M7 motion coprocessor	
2.	Storage	64 GB	
3.	RAM	1 GB	
4.	Display	Retina display 9.7-inch (diagonal) LED-backlit Multi-Touch display with IPS technology 2048-by-1536 resolution at 264 pixels per inch (ppi) Fingerprint-resistant oleo phobic coating	
5.	Model	Wi-Fi + Cellular	
6.	Wireless and Cellular	- Wi-Fi (802.11a/b/g/n) dual channel (2.4GHz & 5 GHz) and MIMO - Bluetooth 4.0 technology - UMTS/HSPA/HSPA+/DC-HSDPA, GSM/EDGE - LTE (Bands 1, 2,3, 4, 5, 7, 8, 13, 17, 18, 19, 20, 25, 26)	
7.	Cameras, Photos and Video Recording	iSight camera: 5 MP photos, autofocus, face detection Face detection in still images Video recording: 1080p HD, Video recording & stabilization FaceTime camera : 1.2 MP photos, 720p HD video	
8.	Power and Battery	Built-in 32.4-watt-hour rechargeable lithium-polymer battery Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music Up to 9 hours of surfing the web using cellular data network Charging via power adapter or USB to computer system	

9.	Input / Output	3.5-mm stereo headphone minijack Built-in speaker Dual Microphone Nano-SIM card tray Lightning connector	
10.	Sensors	Accelerometer Ambient light sensor Three-axis Gyro	
11.	Operating System	iOS 7 that supports iCloud	
12.	Location	Wi-Fi Digital compass Assisted GPS Cellular	
13.	Video & Audio Calling	FaceTime iPad Air to any FaceTime enabled device over Wi-Fi or cellular	
14.	Audio Playback	Frequency response: 20Hz to 20,000Hz Audio formats supported: Audio formats supported: AAC (8 to 320 Kbps), Protected AAC (from iTunes Store), HE-AAC, MP3 (8 to 320 Kbps), MP3 VBR, Audible (formats 2, 3, 4, Audible Enhanced Audio, AAX, and AAX+), Apple Lossless, AIFF, and WAV User-configurable maximum volume limit Dolby Digital 5.1 surround sound pass-through with Apple Digital AV Adapter	
15.	TV and Video	AirPlay Mirroring to Apple TV (2nd and 3rd generation) at 720p AirPlay mirroring and video out to Apple TV (2nd and 3rd generation) Video mirroring and video out support Video out support at 576i and 480i with Apple Composite AV Cable Video formats supported: H.264 video; MPEG-4 video; Motion JPEG (M-JPEG)	
16.	Mail Attachment Support	Viewable document types: .jpg, .tiff, .gif (images); .doc and .docx (Microsoft Word); .htm and .html (web pages); .key (Keynote); .numbers (Numbers); .pages (Pages); .pdf (Preview and Adobe Acrobat); .ppt and .pptx (Microsoft PowerPoint); .txt (text); .rtf (rich text format); .vcf (contact information); .xls and .xlsx (Microsoft Excel); .zip; .ics	

17.	Accessibility	• VoiceOver screen reader • Guided Access • Switch Control • Support for playback of closed-captioned content • AssistiveTouch • Full-screen zoom magnification • Larger type • Bold text • Increase contrast • Reduce motion • On/Off labels • Invert colors • Left/right volume adjustment	
18.	Env'tal Requirements	Operating temp: 32° to 95° F (0° to 35° C) Relative humidity: 5% to 95% noncondensing	
19.	Accessories to be included	Lightning to USB cable, USB Power Adapter, Documentation	
20.	Built-in Apps	Safari, Mail, Messages, Photos, Face Time, Newsstand, APP Store, iTunes Store, Videos, Maps, Music, Game Center, Photo Booth, Contacts, Reminders, Calendar, Notes, Camera.	
21.	Free Apps from Apple	iPhoto, iMovie, GarageBand, Pages, iTunes U, Podcasts, FindMy iPhone, Find My Friends, Remote, iTunes Trailers	
22.	weight	Less than 500g	
23.	Warranty	At least 2 years	

TECHNICAL SPECIFICATIONS FOR PROJECTOR

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents.
3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

	Feature	Minimum Requirement	Bidder's Response
1.	Brand	Internationally Recognized mature brand	
2.	Display Technology	DLP OR LCD	
3.	Brightness	3800 ANSI Lumens	
4.	Resolution	1024 x 768 Pixel	
5.	Color Reproduction	16 Million colors	
6.	Aspect Ratio	4:3, 16:9 or 16:10	
7.	Light Source	245W	
8.	Lamp life	2000 Hrs	
9.	Projection Screen Size (Diagonal)	30in. – 300ft. (76cm – 762 cm)	
10.	Throw Distance	2.3 -24 ft. (0.7 – 7.2 M) or Better	
11.	Remote control	Wireless Laser Pointer	
12.	Video Compatibility	NTSC, NTSC 4.43, PAL, PAL-M&N, SECAM	
13.	Video Input Analog	480i/p, 720i/p, 1080i/p	
14.	Video Input Digital	480p, 720p, 1080i	
15.	Image Signal Inputs	1 x Dsub 15 Computer Analog/ Component	
		1 x DVI-I Computer Digital & Analog	
		1 x RCA Composite Video	

		1 x S-Video	
16.	Audio Signal Inputs	Dsub15 &DVI-I: 2 x MiniStereo	
		RCA & S-Video: 2 x RCA Stereo	
17.	Outputs	1 x RGB Dsub 15 pin Computer Monitor	
		1 x Variable MiniStereo Audio Output	
18.	Control Port (for RS-232C Control)	1 x Dsub9	
19.	Wired Network Port	RJ45	
20	H-sync & V-Sysnc Scanning Frequency	15 – 100 kHZ, 50 – 100 HZ	
21.	Pixel Clock	140 MHz or more	
22.	Operating Temperature	5 – 35˚ C	
23.	Operating Humidity	20 – 80 % (Non-Condensing)	
24.	Voltage	100-240V AC, 50 - 60Hz	
25.	Maximum Dimensions (Projector only without packaging)	Width – 300mm Depth – 300mm Height – 150mm	
26.	Warranty	3 Years	

TECHNICAL SPECIFICATIONS FOR ORDINARY COLOR PRINTER

Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.

2. Bidders **MUST** provide a substantive response for all the features irrespective of any attached technical documents.

3. Bidders **MUST** append official company stamp and/or authorized signature on all attached technical data sheets.

	Feature	Minimum Requirements	Bidder's Response
1.	Brand	Internationally recognized, mature brand *(Multi-Functional (MFP) and All-In-One (AIO) printers are **not** to be quoted)*	
2.	Print Technology	Color Laser	
3.	Display	2.0-in LCD (color graphics)	
4.	Connectivity	1 Hi-Speed USB 2.0 accompanied with High speed USB cable; 1 Gigabit Ethernet 10/100/1000Base-TX; WLAN adapter; 1 EIO.	
5.	Supported Network Protocols	TCP/IP, IPv4, IPv6; Print: TCP-IP port 9100 Direct Mode, LPD (raw queue support only), Web Services Printing; Discovery: SLP, Bonjour, Web Services Discovery; IP Config: IPv4 (BootP, DHCP, AutoIP, Manual), IPv6 (Stateless), IPP Print, SSL Security and Certificate management, Apple AirPrint™	
6.	Security	Embedded Web Server: password-protection, secure browsing via SSL/TLS; Network: enable/disable network ports and features, SNMPv1 community password change; HP ePrint: HTTPS with certificate validation, HTTP Basic Access Authentication, SASL authentication	
7.	Processor Speed	At least 600MHZ	
8.	Printing Speed (Black and color)	21 ppm, First page in 17 Sec.	
9.	Resolution (Black and color)	600 x 600 dpi	
10.	Media sizes Supported	Tray 1: A4, A5, A6, B5 (JIS), 16K, 10 x 15 cm, postcards (JIS single, JIS double), envelopes (ISO DL, ISO C5, ISO B5);	

		Tray 2, optional Tray 3: A4, A5, A6, B5 (JIS), 16K, 10 x 15 cm, postcards (JIS single, JIS double), envelopes (ISO DL, ISO C5, ISO B5); Automatic duplexer: A4. With the option of tray 2 and 3	
11.	Media Types	Paper (plain, light, bond, recycled, mid-weight, heavy, mid-weight glossy, heavy glossy, extra heavy, extra heavy glossy, cardstock, card glossy, preprinted, prepunched, colored, rough); color transparency; labels; letterhead; envelope; opaque film; user-defined	
12.	Paper Trays Std	2	
13.	Paper handling Std. input	50-sheet multipurpose tray, 250-sheet input tray 2	
14.	Paper handling std. output	150-sheet output bin	
15.	Finished Output handling	Sheetfed	
16.	Monthly Duty Cycle	50, 000 pages	
17.	Installed RAM	128 MB upgradeable to 384MB	
18.	Duplex Printing	Automatic (Standard)	
19.	Compatible OS	Microsoft® Windows® 8, Microsoft® Windows® 7 , Windows Vista, Windows® XP, Mac OS X v 10.3, 10.4, 10.5, 10.6, SAP, Linux	
20	Cartridges	4 (Black, cyan, Magenta and Yellow) **Must** be accompanied by **One Extra** set of high capacity cartridges (Black, cyan, Magenta and yellow).	
21.	Power	220 to 240 VAC, 50 – 60 HZ	
22.	Operating Temperature	10 to 30˚ C	
23.	Energy Efficiency	ENERGY STAR® qualified	
24.	Maximum Dimensions (Printer without packaging and extensions)	Width - 500mm Height - 400mm Depth - 550mm	
25.	Warranty	At least 1 year	

TECHNICAL SPECIFICATIONS FOR UPSs

	Feature	Minimum Requirement	Bidder's Specifications
Output			
1.	Output Power Capacity	865 Watts / 1500 VA	
2.	Max Configurable Power	865 Watts / 1500 VA	
3.	Nominal Output Voltage	230V	
4.	Output Voltage Distortion	Less than 5% at full load	
5.	Output Frequency (sync to mains)	47 - 53 Hz for 50 Hz nominal,57 - 63 Hz for 60 Hz nominal	
6.	Topology	Line interactive	
7.	Waveform Type	Stepped approximation to a Sine wave	
8.	Output Connections	Four (4) IEC 320 C13 Two (2) IEC jumpers	
Input			
9.	Nominal Input Voltage	230V	
10.	Input Frequency	50/60 Hz +/- 3 Hz (auto sensing)	
11.	Input Connections	IEC-320 C14	
12.	Battery Type	Maintenance free sealed lead-acid with suspended electrolyte, leakproof	
13.	Input voltage range for main operations	186 - 284V	
14.	Input voltage adjustable range for mains operation	175 - 297V	
15.	Typical recharge time	8 hour(s)	
16.	Typical Backup Time at Half Load	20.9 minutes (432.5 Watts)	
17.	Typical Backup Time at Full Load	7.6 minutes (865 Watts)	
Communications & Management			
18.	Interface Ports	DB-9 RS-232, 10/100 base-T	
19.	Control panel	LED status display with On Line : On Battery : Replace Battery and Overload	

		indicators	
20.	Audible Alarm	Alarm when on battery : distinctive low battery alarm : configurable delays	
Surge Protection and Filtering			
21.	Surge energy rating	445 Joules	
22.	Filtering	Full time multi-pole noise filtering : 5% IEEE surge let-through : zero clamping response time : meets UL 1449	
23.	Data Line filtering	RJ-45 modem/Fax/DSL/10-100 Base-T protection	
24.	Standard Warranty	2 years repair or replace	
25.	Accessories	Power cords (at least 1.83M), CD with software, Documentation CD, Rack Mounting brackets, Smart UPS signalling RS-232 cable, USB cable, User Manual	

Supplier's Signature _____ **Date**_____

Official Stamp _____

SECTION VI - SCHEDULE OF REQUIREMENTS

(a) Procurement Item

Schedule A:

No.	Description	Estimated Annual Quantity	Delivery schedule
1	Laser Printers Black & White	500	Supply on need basis for a period 12 months from the date of contract execution
2.	Colour Laser Printers	150	Supply on need basis for a period 12 months from the date of contract execution
4.	Laptops	280	Supply on need basis for a period 12 months from the date of contract execution
6.	Ipads	100	Supply on need basis for a period 12 months from the date of contract execution
7.	Personal Computers	1,587	Supply on need basis for a period 12 months from the date of contract execution
8.	Scanners	100	Supply on need basis for a period 12 months from the date of contract execution
9.	Projectors	50	Supply on need basis for a period 12 months from the date of contract execution
10.	UPSs	1000	Supply on need basis for a period 12 months from the date of contract execution

(b) Instructions on Submission of Bids

(i) The Tenderer must submit a two –envelope bid in the following format:

TECHNICAL: comprising of the following documents PRESENTED IN THE ORDER GIVEN:

Section	Document
A	Tender Notice/Invitation to Tender
B	Confirmation of Submission of a two envelope bid.
C	Tender Security valid for one hundred and fifty (150) days from the date of tender closing.
D	Power of Attorney
E	Confidential Business Questionnaire
F	Business Registration Certificate
G	Organization Chart
H	Key Staff Competency Profiles
I	Physical Address Details
J	Statement of Experience
K	Details of five Major Clients
L	Last three years audited accounts.
M	Tax Compliance
N	Tender Form and Price Schedules

FINANCIAL Comprising of Form of Tender and Price Schedules (only)

(ii) Sealing and Marking of the Bid:
The inner envelopes should be clearly marked as follows:

ORIGINAL TECHNICAL	A	**KRA/HQS/NCB- 025/2014-2015**
COPY TECHNICAL	B	**KRA/HQS/NCB-025/2014-2015**

ORIGINAL FINANCIAL	A	**KRA/HQS/NCB- 025/2014-2015**
COPY FINANCIAL	B	**KRA/HQS/NCB-025/2014-2015**

The envelopes shall then be sealed in an outer envelope and addressed to:

Commissioner General
Kenya Revenue Authority
P.O Box 48240, 00100
Nairobi.

I Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the Completeness of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	Description of Criteria
1.	**Submission of Tender Documents** ▪ Two envelope –bid ▪ Tender Security ▪ Power of Attorney[1] ▪ Company Registry certificate of Directorship for limited companies
2.	**Company Profile** ▪ Attach copy of Registration of Business ▪ Confidential Business Questionnaire
3.	**Managerial and Key Personnel Competency Profiles** Attach: ▪ Curriculum Vitae of the Manager in charge of operations
4.	**Financial Resources** ▪ Submit last three years' audited accounts (firms that have been in existence for less than three years shall submit audited accounts for the duration they have been in operation).
	Physical Facilities Physical Address: ▪ State if owned or leased and attach copy of title or lease documents and latest utility bill.
5.	**Experience** Experience in supplies of similar nature. Attach evidence of five clients/contracts in last two years for a value of at least 5,000,000.00.
6.	**Reputation** Submit details of five major client, summary of services rendered, value of contracts and contact person, address and telephone numbers, and letters of reference
7.	**Social Obligations** Submit certificate of compliance for the following; ▪ Tax Compliance[2]

[1] Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

2 A Current Certificate of Compliance should be sought from the KRA in the case of local suppliers or agents. International bidders will be required to swear an affidavit to the effect that they have complied with taxation requirements in their country.

(d) Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers.
The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 30% of the total tender evaluation.

Description of Criteria	Maximum Score	Cut off Score
Company Profile Suitability of Service Provider	**5**	**3**
Managerial and Key Personnel Competency Profiles • Qualification of the Manager in charge of operations as relates their ability to manage the contract	**5**	**3**
Financial Resources Financial Ratios to be evaluated: • Cash and Cash Equivalent: Total Assets • Current Assets: Current Liabilities • Working Capital	**5**	**3**
Physical Facilities Proof of physical Address and Capacity to deliver the goods/services	**3**	**2**
Experience No. of Continuous Year of Service Required	**4**	**3**
Reputation Proof of Satisfactory Service. Contracts of similar or higher value	**5**	**3**
Social Obligations • Proof of having satisfied Key Social Obligations	**3**	**3**
Total Score	**30**	**20**

(e) Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score	Cut Off Scores
Tender Responsiveness	mandatory	Requirement
Vendor Evaluation	30	20
Technical Specifications	40	40
Financial & Delivery Schedules	30	15
Totals	**100**	**75**

SECTION VII - PRICE SCHEDULE FOR GOODS IN KSHS.

Name of tenderer_____ Tender Number _____Page _____ of __

1	*2*	*3*	*4*
Item	***Description***	***Estimated Annual Quantities***	***Unit Price as at the date of tender closure i.e.28th January , 2015***
1	Printers Black & White	500	
2.	Colour Printers Ordinary	100	
3.	Colour Printers High End	50	
4.	Ordinary Laptops	230	
5.	High End User Laptops	50	
6.	Ipads	100	
7.	Personal Computers	1,587	
8.	Scanners	100	
9.	Projectors	50	
10.	UPSs	1,000	

Note: The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder who will then be provided with a framework contract for two (2) years at the indicated net unit prices.

Tender's Signature_____ Official Stamp_____ Date_____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

1 *Form of Tender*- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2 *Confidential Business Questionnaire Form* -This form must be completed by the tenderer and submitted with the tender documents.

3 *Tender Security Form*- When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4 *Contract Form*- The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5 *Performance Security Form*- The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6 *Bank Guarantee for Advance Payment Form*- When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7 *Manufacturers Authorization Form*- When required by the ender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8 *Anti Corruption Affidavit* This form will be completed by the bidder's authorized representative and it must be sworn before a commissioner of oaths or equivalent according to applicable laws in the country of the bidder.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100 NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……. *[insert numbers].*the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…… (*insert equipment description*) in conformity with the said tender documents for the sum of ……. (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ……. …….(*Procuring entity).*

4. We agree to abid by this Tender for a period of …… [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

_____ _____

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

KENYA REVENUE AUTHORITY

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

You are advised that it is a serious offence to give false information on this form.

	Part 1 – General
1.1	Business Name …….. ……..
1.2	Location of Business Premises. ……. …..
1.3	Plot No…… Street/Road ……..…….. Postal Address …….. Tel No. …….. Fax …….. E mail ……..
1.4	Nature of Business ,……. ……..
1.5	Registration Certificate No. …… ……
1.6	Maximum Value of Business which you can handle at any one time – Kshs. ……
1.7	Name of your Bankers …….. Branch ……
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full …….. Age ……..
2a.2	Nationality …… Country of Origin …… • Citizenship Details …… ……
	Part 2 (b) Partnership
2b.1	Given details of Partners as follows:
2b.2	Name Nationality Citizenship Details Shares 1…… ……

2.....
.....
3.....
.....
4.....
.....

Part 2 (c) – Registered Company

2c.1 Private or Public
.....
.....

2c.2 State the Nominal and Issued Capital of Company-
Nominal Kshs. .....
Issued Kshs. .....

2c.3 Given details of all Directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.			
3.			
4.			
5			

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No_____

3.2 If answer in '3.1' is **YES** give the relationship.
.....
.....
.....
.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes_____ No_____

3.4 If answer in '3.3' above is **YES** give details.
.....
.....
.....
.....
.....
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that

have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes_____ No_____

3.6 If answer in '3.5' above is **YES** give details.

……
……..
……
……..
……
……..

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES_____ No_____

3.8 If answer in '3.7' above is **YES** give details:

……
……..
……
……..
……
……..

3.9 Have you offered or given anything of value to influence the procurement process? Yes _____No_____

3.10 If answer in '3.9' above is **YES** give details

……
……..
……
……..
……
……

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date …….. Signature of Candidate
……..

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between …… [*name of Procurement entity)* of …….. [*country of Procurement entity]* (hereinafter called "the Procuring entity) of the one part and …….. [*name of tenderer]* of …….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of …… [*contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS …… [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [*reference number of the contract]* dated _____ 20 _____ to supply …… [*description of goods]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……. [*amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …….. [*amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____

Signed and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender] ……..

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ……. [*name and address of tenderer]*(hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of …… ……. [*amount of guarantee in figures and words].*

We, the ……. [*bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …… [*amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until …… [*Date]*.

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

WHEREAS …… [name *of the manufacturer]* who are established and reputable manufacturers of …….. [*name and/or description of the goods]* having factories at …… [*address of factory]* do hereby authorize …… [*name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ……. [*reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____

_____

[*signature for and on behalf of manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

LETTER OF NOTIFICATION OF AWARD

Kenya Revenue Authority
P.O Box 48240 – 00100,
Nairobi,.

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____
_____

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.

2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this Letter of Notification of Award.

Deputy commissioner,
Procurement & Supplies Services,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Website www.kra.go.ke

FOR: **Commissioner-General**